NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)
Resolution No. 2012 -15

ADOPTION OF A RESOLUTION PROVIDING RIGHTS, RESPONSIBILITIES, AND PROCEDURES IN THE EMPLOYMENT RELATIONSHIP BETWEEN EMPLOYEES AND THE EMPLOYER

BE IT ENACTED BY THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

SECTION 1. SHORT TITLE. -- This Resolution may be cited as the "The North Central Regional Transit District Labor Management Relations Resolution".

SECTION 2. PURPOSE. -- The purpose of the Labor Management Relations Resolution is to guarantee employees the right to organize and bargain collectively with their employer, to protect the rights of the employer and the employees and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the obligation of the employer and the employees to provide orderly and uninterrupted services to the citizens.

SECTION 3. CONFLICTS. — In the event of conflict with other North Central Regional Transit District Resolutions, the provisions of the North Central Regional Transit District Labor Management Relations Resolution shall supersede other previously enacted Resolutions. North Central Regional Transit District sanctioned rules and regulations, administrative directives, departmental rules and regulations, and work place practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, the collective bargaining agreement shall control.

SECTION 4. DEFINITIONS. -- As used in the Labor Management Relations Resolution:

A. "Appropriate bargaining unit" means a group of employees designated by the Board for the purpose of collective bargaining;
B. "Board" means the North Central Regional Transit District Labor Management Relations Board;
C. "certification" means the designation by the Board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit;
D. "collective bargaining" means the act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours, and other

terms and conditions of employment;

E. "confidential employee" means a person who devotes a majority of his/her time to assisting and acting in a confidential capacity with respect to a person who formulates, determines, and effectuates management policies;

F. "emergency" means a one-time crisis that was unforeseen and unavoidable;

G. "employee" means a regular employee of the North Central Regional Transit District

H. "employer" means the North Central Regional Transit District

I. "exclusive representative" means a labor organization that, as a result of certification by the Board, represents all employees in an appropriate bargaining unit for the purposes of collective bargaining;

J. "fair share" means the payment to a labor organization which is the exclusive representative for an appropriate bargaining unit by an employee of that bargaining unit who is not a member of that labor organization equal to a certain percentage of membership dues. Such figure is to be calculated based on United States and New Mexico statutes and case law identifying those expenditures by a labor organization which are permissibly chargeable to all employees in the appropriate bargaining unit under United States and New Mexico statutes and case law, including, but not limited to, all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit, servicing such contract, and representing all such employees in grievances and disciplinary actions;

K. "governing body" means the North Central Regional Transit District Board;

L. "impasse" means failure of the employer and an exclusive representative, after good faith bargaining, to reach agreement in the course of negotiating a collective bargaining agreement;

M. "labor organization" means any employee organization one of whose purposes is the representation of public employees in collective bargaining and in otherwise meeting, consulting, and conferring with employers on matters pertaining to employment relations;

N. "lockout" means an act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative;

0. "management employee" means an employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering, or effectuating management policies. An employee shall not be deemed a management employee solely because the employee participates in cooperative decision making programs on an occasional basis;

P. "mediation" means assistance by an impartial third party to resolve an impasse in contract negotiation between the employer and an exclusive representative through interpretation, suggestion, and advice;

Q. "professional employee" means an employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time;

R. "strike" means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment;

S. "supervisor" means an employee who devotes a majority amount of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees, and who has the authority in the interest of the employer to hire, promote, or discipline other employees or to recommend such actions effectively . This definition does not include individuals who perform merely routine, incidental, or clerical duties or who occasionally assume supervisory or directory roles or whose duties are substantially similar to those of their subordinates and does not include lead

employees or employees who occasionally participate in peer review or evaluation of employees.

SECTION 5. RIGHTS OF EMPLOYEES. --

Employees, other than management, supervisory, confidential, and probationary employees, may form, join, or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint, or coercion. Employees also have the right to refuse to form, join, or assist any labor organization.

SECTION 6. MANAGEMENT RIGHTS. -- Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

A. to direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
B. to determine qualifications for employment and the nature and content of personnel examinations;
C. to take actions as may be necessary to carry out the mission of the employer in emergencies; and
D. the employer retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.

SECTION 7. LABOR MANAGEMENT RELATIONS BOARD CREATED TERMS.

A. The "Labor-Management Relations Board" is hereby created. The Board shall be composed of three members appointed by the North Central Regional Transit District Board. One member shall be appointed on the recommendation of individuals representing labor, one member shall be appointed on the recommendation of the Executive Director, and one member shall be appointed on the recommendation of the first two appointees.
B. Board members shall serve for a period of one (1) year with terms commencing in the month of September, except in the initial appointment, which will be a shorter term effective, the same day as this Resolution. Vacancies shall be filled in the same manner as the original appointment, and such appointments shall only be made for the remainder of the unexpired term. A Board member may serve an unlimited number of terms.
C. During the term of appointment, no Board member shall hold or seek any other political office or public employment or be an employee of a union, an organization representing public employees or a public employer.
D. Each Board member shall be paid per diem and mileage in accordance with the provisions of the Per Diem and Mileage Act.

SECTION 8. BOARD-POWERS AND DUTIES. --

A. The Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Resolution, including the establishment of procedures for:
   1) the designation of appropriate bargaining units;
   2) the selection, certification, and decertification of exclusive representatives; and
   3) the filing, hearing, and determination of complaints of prohibited practices. This does not apply to negotiation impasse or grievances subject to the required negotiated grievance' process.

B. The Board shall:

   1) hold hearings and make inquiries necessary to carry out its functions and duties; and
   2) request from employers and labor organizations the information and data necessary to carry out the functions and responsibilities of the Board.

C. The Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of any evidence, including books, records correspondence, or

documents relevant to the matter in question. The Board may prescribe the form of the subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the district court. The Board may administer oaths and affirmations, examine witnesses, and receive evidence. Subject to the approval of funds, the board may contract with a third party to assist it in carrying out its functions.

D. The Board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and opinions. The decisions of the Board on interpretation and applications of the Resolution are final and binding on the parties subject to the appeal process provided in Section 20. The Board' s hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.

E. The Board has the power to enforce provisions of the North Central Regional Transit District Labor-Management Relations Resolution and the Board's Labor-Management Relations Rules and Regulations through the imposition of appropriate administrative remedies.

F. The Board shall have no power to promulgate policy other than for its own operation.

G. No rule or regulation promulgated by the Board shall require, directly or indirectly, as a condition of continuous employment, any employee covered by the Labor Management Relations Resolution to pay money to any labor organization that is certified as an exclusive representative. This issue of fair share shall be a permissive as opposed to a mandatory subject of bargaining between the employer and the exclusive representative.

SECTION 9. HEARING PROCEDURES. --

A. The Board may hold hearings for the purposes of:
   1) information gathering and inquiry;
   2) adopting rules and regulations; and
   3) adjudicating disputes and enforcing the provisions of the Labor Management Relations Resolution, and rules and regulations adopted pursuant to the Resolution.

B. The Board shall adopt regulations setting forth procedures to be followed during hearings of the Board. Such regulations shall meet minimal due process requirements of the state and federal constitution.

C. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Board of a written notice together with a copy of the charges and relief requested.

D. All adopted rules and regulations shall be filed in accordance with applicable laws.

E. A verbatim record made by electronic or other suitable means shall be made of every rule- making and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. The party requesting the transcript shall pay for the transcription. In the case of judicial review the payment shall be made by the party filing the appeal.

F. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses and paying its representative for hearings under this Resolution.

G. No regulation proposed to be adopted by the Board that affects any person or governmental entity outside of the Board and its staff shall be adopted, amended, or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject matter of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views, and the method in which copies of the proposed regulation, proposed amendment, or repeal of an existing regulation may be obtained. All meetings shall be held at a North Central Regional Transit District Administration facility. Notice shall be published once at least thirty (30) days prior to the hearing date in a newspaper of general circulation in the City of Española, and notice shall be mailed at least thirty (30) days prior to the hearing date to all persons who have made a written request for advance notice of hearings.

SECTION 10. APPROPRIATE BARGAINING UNITS. --

A. The Board shall, upon receipt of a petition for a representation election filed by a labor organization, designate the appropriate bargaining unit. Appropriate bargaining units shall be established on the basis of occupational groups or clear and identifiable community of interest in employment terms, employment conditions, and related personnel matters among the employees involved. Occupational groups shall generally be identified as blue collar, secretarial clerical, technical, para-professional, professional, corrections, firefighters, and police officers. Department, craft, or trade designations other than as specified above shall not determine bargaining units. The parties, by mutual agreement and approval of the Board, may further consolidate occupational groups. The essential factors in determining appropriate bargaining units shall include the principles of efficient administration of government, the history of collective bargaining, and the assurance to employees of their rights guaranteed by the Resolution.

B. If the labor organization and the employer cannot agree on the appropriate bargaining unit within thirty (30) days, the Board shall hold a hearing concerning the composition of the bargaining unit. Any agreement as to the appropriate bargaining unit between the employer and the labor organization is subject to the approval of the Board.

C. The Board shall not include in any appropriate bargaining unit, probationary, supervisory, managerial, or confidential employees.

SECTION 11. ELECTIONS. --

A. Whenever, in accordance with regulations prescribed by the Board, a petition is filed by a labor organization containing the signatures of at least thirty percent (30%) of the employees in an appropriate bargaining unit, the Board shall post a notice to affected employees regarding the filed petition and proceed with the process for conducting a secret ballot representation election.

B. Once a labor organization has filed a petition with the Board requesting a representation election, other labor organizations may seek to be placed on the ballot. Anylabor organization may file a competing petition containing the signatures of not less than thirty percent (30%) of the employees in the appropriate bargaining unit no later than ten (10) calendar days after the Board has posted a written notice that a petition for a representation election has been filed by a labor organization.

C. All representation elections shall include the option for "no representation", except in a runoff election where the choice of "no representation" was not one of the two choices that received the highest votes.

D. In the event of an election with two or more labor organizations on the ballot and none of the choices on the ballot received a majority of the votes cast, then a run-off election shall be held within fifteen (15) calendar days. The choices on the run-off election shall consist of the two (2) choices that received the greatest number of votes in the original election.

E. A valid election requires that at least forty percent (40%) of the eligible employees in an appropriate bargaining unit cast a vote. In an election with only one labor organization, and in which the majority of the votes cast are in favor of representation, the Board shall certify that labor organization as the exclusive representative for all the employees in the bargaining unit.

F. No election shall be conducted if an election has been conducted in the twelve (12) month period immediately preceding the proposed representation election. No election shall be held during the term of an existing collective bargaining agreement, except as provided in Section 13.B. of this Resolution, or after the expiration of the third year of a collective bargaining agreement with a term of more than three (3) years.

G. Election disputes shall be resolved by the Board.

H. As an alternative to the provisions of Subsection A of this section, the employer and a labor organization with a reasonable basis for claiming to represent a majority of the employees in an appropriate bargaining unit may establish an alternative appropriate procedure for determining majority status. The procedure may include a labor organization's submission of authorization cards from a majority of the employees in an appropriate bargaining unit. The local board shall not certify an

appropriate bargaining unit if the employer objects to the certification without an election.

SECTION 12. EXCLUSIVE REPRESENTATION. --A labor organization that has been certified by the Board as the exclusive representative for employees in an appropriate bargaining unit shall represent all employees in the bargaining unit. The exclusive representative shall act for all employees in the bargaining unit and negotiate a collective bargaining agreement covering all employees in the bargaining unit. The exclusive representative shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership or non-membership in the labor organization. The existence of an exclusive bargaining representative shall not prevent employees from taking their grievances through the grievance process or filing prohibited practices with the Board. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement in effect between the employer and the exclusive representative or inconsistent with or in violation of a memorandum of understanding between the employer and the exclusive representative applicable to the day-to-day administration of the collective bargaining agreement. The exclusive representative shall be afforded the opportunity to be present at such hearings and make its views known.

SECTION 13. DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE. —

A. Any member of a labor organization or the labor organization itself may initiate decertification of a labor organization as the exclusive representative if thirty percent (30%) of the employees in the appropriate bargaining unit make a written request to the Board for a decertification election. A decertification election shall be valid only if at least forty percent (40%) of the eligible employees in the bargaining unit vote in the election.
B. When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the Board no earlier than ninety (90) days and no later than sixty (60) days before the expiration of the collective bargaining agreement, provided however, that a request for a decertification election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three (3) years.
C. When, within the time period prescribed in subsection B. of this section, a competing labor organization files a petition containing signatures of at least thirty percent (30%) of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.
D. When an exclusive representative has been certified but no collective bargaining agreement is in effect, the Board shall not accept a request for a decertification election earlier than twelve months subsequent to a labor organization's certification as the exclusive representative.

SECTION 14. SCOPE OF BARGAINING. --

A. Except for retirement programs provided under the Public Employment Retirement Act, the parties shall bargain in good faith on all wages, hours, and other terms and conditions of employment and other issues agreed to by the parties. The parties shall enter into a written agreement covering employment relations regarding the issues agreed to in collective bargaining
B. Bargaining in good faith shall not require either party to agree to a proposal or to make a concession.
C. The obligation to bargain collectively imposed by the Labor Management Relations Resolution shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with state statutes or federal statutes. In the event of conflict between the provision of any federal or state statutes and any agreement entered into by the employer and the exclusive representative, the former shall prevail.
D. Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing

by an official of the labor organization and shall not include special assessments, penalties, or fines of any type levied by the exclusive representative. During the time that a Board certification is in effect for a particular exclusive representative, the employer shall not deduct dues for any other labor organization from members of the same bargaining unit.

E. Any agreement or impasse resolution by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds to fund the agreed upon provision. An arbitrator's decision shall not require the re-appropriation of funds.

F. The parties have a requirement that a grievance procedure culminating with final and binding arbitration be negotiated. This applies only to grievances and the interpretation and application of the agreement between the par ties and does not apply to negotiation impasses. The parties shall share the cost of an y proceedings conducted pursuant to this subsection equally. Each party is responsible for paying any cost related to its witnesses and representation.

G. The impact of professional and instructional decisions made by the employer shall be a mandatory subject of bargaining

SECTION 15. NEGOTIATIONS AND IMPASSE RESOLUTION. --

A. The following meetings shall be closed:

1) meetings for the discussion of collective bargaining strategy between the governing body and the employer's negotiating team preliminary to negotiations sessions;
2) collective bargaining sessions; and
3) consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.

B. The following negotiation procedures shall apply to the employer and exclusive representatives:

1) The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be post marked no earlier than 120 days nor later than 60 days prior to the contract ending date or as negotiated by the parties. The parties may open negotiations at any time by mutual agreement.
2) All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.
3) Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed. Tentative agreements reached during negotiations will be reduced to writing, dated, and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either party's understanding of the language as it related to another part of the agreement.
4) Agreement on contract negotiations is accomplished when the Union President and the District Executive Director sign the agreement. Provisions in multi-year agreements providing for economic increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.

C. The following impasse procedure shall be followed by the employer and exclusive representative:

1) If an impasse occurs, either party shall request mediation assistance. If the parties cannot agree on a mediator, either party may request the assistance of the federal mediation and conciliation service;

2) if the impasse continues after thirty (30) calendar days, either party may request an unrestricted list of seven (7) arbitratorsfrom the federal mediation and conciliation service. The parties shall choose one arbitrator by alternately striking names from such list. Which party strikes the first name shall be determined by coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues no later than thirty (30) calendar days after the arbitrator has been notified of his or her selection by the parties. The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer. However, an impasse resolution decision of an arbitrator or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds. An arbitrator's decision shall not require the employer to appropriate funds. The parties shall share all of the arbitrator's costs incurred pursuant to thissubsection equally. Each party shall be responsible for paying any costs related to its witnesses and representation. The decision shall be subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act;
3) in the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced b y a subsequent written agreement. However, this shall not require the employer to increase any employees' levels, steps, or grades of compensation contained in the existing contract.

SECTION 16. EMPLOYERS -- PROHIBITED PRACTICES

A public employer or his representative shall not:

1) Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;
2) interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under the Labor Management Relations Resolution;
3) dominate or interfere in the formation, existence, or administration of any labor organization;
4) discriminate in regard to hiring, or any term or condition of employment in order to encourage or discourage membership in a labor organization;
5) discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of the Labor Management Relations Resolution or because an employee is forming, joining, or choosing to be represented by a labor organization;
6) refuse to bargain collectively in good faith with the exclusive representative;
7) refuse or fail to comply with any provisions of the Labor Management Relations Resolution, Board regulations, or the Public Employee Bargaining Act; or
8) refuse or fail to comply with any collective bargaining agreement. This issue is subject to the required grievance procedure negotiated by the parties.

During the negotiation and the impasse procedure, North Central Regional Transit District Board members, Official Board designees and management employees are prohibited from negotiating issues which are the subject of negotiations and from making any offers, commitment, or promise whatsoever to employees or the exclusive representative, other than through the appointed North Central Regional Transit District negotiating team . It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

SECTION 17. EMPLOYEES - LABOR ORGANIZATIONS - PROHIBITED PRACTICES. -- A. An employee, a labor organization, or its representative shall not:

1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex, or national origin;
2) solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;
3) restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Resolution;
4) refuse to bargain collectively in good faith with the employer;
5) refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;
6) refuse or fail to comply with any provision of the Labor Management Relations Resolution;
7) picket homes or private businesses of employees, appointed individuals, or Board Members or Official Board designees of the North Central Regional Transit District; or
8) restrain or coerce the employer in the selection of its agent for bargaining.

During the negotiation and the impasse procedure the employees, the exclusive representative or any of its employees are prohibited from negotiating issues which are the subject of negotiations with anyone other than the appointed North Central Regional Transit District negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

SECTION 18. STRIKES AND LOCKOUTS PROHIBITED. --

A. No employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage, or support a strike. The employer shall not cause, instigate, or engage in an employee lockout.
B. The employer may apply to the district court for injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout m ay apply to the district court for injunctive relief to end a lockout.
C. The Board, upon a clear and convincing showing of proof at a hearing that a labor organization directly caused or instigated an employee strike, may impose appropriate penalties on that labor organization, up to and including decertification of the labor organization with respect to any of its bargaining units which struck as a result of such causation or instigation. A strike means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

SECTION 19. AGREEMENTS VALID -- ENFORCEMENT. --

All collective bargaining agreements and other agreements between the employer and exclusive representative are valid and enforceable according to their terms when entered into in accordance with the provisions of this Labor Management Relations Resolution.

SECTION 20. JUDICIAL ENFORCEMENT -- STANDARD OF REVIEW. --

A. The Board may request the District Court to enforce any order issued pursuant to the Labor Management Relations Resolution, including those for appropriate temporary relief and restraining orders. The Court shall consider the request for enforcement on the record made before the Board. The Court shall uphold the action of the Board and take appropriate action to enforce it unless the

Court concludes that the order is:

1) arbitrary, capricious, or an abuse of discretion;
2) not supported by substantial evidence on the record considered as a whole; or
3) otherwise not in accordance with law.

B. Any person or party, including any labor organization, affected by a final regulation, order, or decision of the Board, may appeal to the District Court for further relief. All such appeals shall be based upon the record made at the Board hearing. All such appeals to the District Court shall be taken within thirty (30) calendar day s of the date of the final regulation, order, or decision of the Board. Actions taken by the Board shall be affirmed unless the Court concludes that the action is:

1) arbitrary, capricious, or an abuse of discretion;
2) not supported by substantial evidence on the record taken as a whole; or
3) otherwise not in accordance with law.

SECTION 21. SEVERABILITY.--
If any part or application of the North Central Regional Transit District Labor Management Relations Resolution is held invalid, the remainder or its application to other situations or persons shall not be affected.

SECTION 22. EFFECTIVE DATE.--
The effective date of the North Central Regional Transit District Labor Management Relations Resolution is August 3, 2012.

APPROVED, SIGNED AND ADOPTED THIS 3rd DAY OF August, 2012.

Chairman, North Central Regional Transit District Board

Approved as to form:

Peter Dwyer, Counsel